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**CPNA Agreement
November 8, 2012**

STATE EMPLOYMENT
RELATIONSHIP BOARD

Article 18 - Wages

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Section 1. An employee awarded a classification change under Article 12, Section 1, to a classification with a higher hourly rate range shall, upon assignment to the new classification, be paid at the step level of the new classification next higher in monetary amount than his present rate in the old classification. An employee awarded a classification change to a new classification with the same wage range shall continue to receive his same rate of pay. An employee awarded a classification change to a classification with a lower rate range shall be paid at the same rate not to exceed the maximum rate of pay of the new classification.

Section 2. Employees shall be paid one and one-half (1-1/2) times their straight time hourly rate of pay for all hours authorized by the Hospital which are worked in excess of eight (8) hours in any day or eighty (80) hours in any fourteen (14) day pay period. Employees who work a regular ten (10) hour shift or a regular twelve (12) hour shift shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of their regular shift hours or in excess of forty (40) hours in a workweek, as authorized by the Hospital. Any premium payments of time and one-half or greater made pursuant to this provision and any other provision of this Agreement shall be credited toward the overtime compensation due for overtime hours worked. For purposes of overtime computation, credit shall be given only for hours actually worked. Overtime payments shall not be duplicated for the same hours of work.

Section 3. The Hospital shall pay a shift differential of seven percent (7%) of the classification base wage rate for all hours worked between 3:00 p.m. and 7:00 a.m., provided that the employee works at least four (4) hours during this period of time. The shift differential shall be paid for all hours worked by the employee if the employee works at least six (6) hours between 3:00 p.m. and 7:00 a.m.

Section 4.

A. Effective the first full pay period that includes April 1, 2011, each bargaining unit employee's hourly wage rate will be frozen at the employee's hourly rate in effect on March 31, 2011 (Appendix A), except as provided in Section 1, Section 4.C. and Section 6 of this Article. An employee who is hired on or after April 1, 2011, shall be paid the step 0 hourly rate set forth in Appendix A, except as provided in Section 1, Section 4.C. and Section 6 of this Article. All eligible employees who have been employed in excess of one (1) year as of December 30, 2012 and who are below Step 10 shall receive a step increases as set forth in Appendix A effective December 30, 2012. Employees who have been employed less than one (1) year as of December 30, 2012 shall receive a step increase as set forth in Appendix A on his/her departmental seniority date.

B. Effective the first full pay period that includes December 1, 2012, each employee shall be paid a lump sum bonus equal to two percent (2%) of the employee's regular earnings from April 1, 2012 to October 31, 2012. Regular earnings means the employee's actual regular

hours worked plus paid sick, personal, holiday and vacation hours, not to exceed the employee's contracted time, multiplied by the employee's regular hourly rate paid for such hours.

C. At least thirty days prior to October 31, 2012, the parties will reopen the Agreement for the sole purpose of negotiating wages (Article 18) and insurance (Article 19). The re-opener negotiations shall be subject to either the fact-finding provisions of R.C. 4117.14(C)(3)-(6) or the impasse provisions of Am. S.B. 5, whichever is in effect at the time.

D. On February 1, 2013, employees who have been at Step 10 of the salary schedule since April, 2010 shall be paid a lump sum bonus equal to three percent (3%) of the employee's regular earnings for the twenty (20) pay periods beginning on March 25, 2012 and ending on December 29, 2012. Regular earnings means the employee's actual regular hours worked plus paid sick, personal, holiday and vacation hours, not to exceed the employee's contracted time, multiplied by the employee's regular hourly rate paid for such hours.

Section 5. The Hospital shall pay a weekend differential of seven percent (7%) of the classification base wage rate for all weekend shift hours worked, as weekend is defined in Article 9, Section 9.

Section 6. The Hospital shall have the right to hire employees at rates above the starting rates set forth in this Agreement, up to and including Step 6, based upon the applicant's prior training and experience. Higher steps may be considered with prior agreement by CPNA. Newly registered Staff RNs can be started at Step 1 if the RN worked as an aide at Mercer Health at least one year prior to her license date.

Section 7. Home Care personnel shall be paid for work and reimbursed for mileage at the personal car mileage reimbursement rate established in Article 20, Section 4(2), subject to the following:

A. In those cases where the distance from the employee's home to the patient's home is less than the distance from the employee's home to the office and:

1. the employee visits the patient prior to reporting to the office, the employee's work day shall begin upon arrival at the patient's home and mileage can be claimed upon leaving the patient's home;
2. the employee visits the patient at the end of the day, the employee's work day shall end at the completion of the visit and no further mileage can be claimed.

B. In those cases where the distance from the employee's home to the patient's home is greater than the distance from the employee's home to the office and:

1. the employee visits the patient prior to reporting to the office, the employee's work day will begin and mileage can be claimed when the distance traveled from the employee's home equals the distance the employee travels from his/her home to the office;

2. the employee visits the patient at the end of the day, the employee's work day will end and no further mileage can be claimed when the distance the employee travels from the patient's home equals the distance the employee travels from his/her home to the office.

Section 8. A Registered Nurse (RN Staff) who performs work as an Office Registered Nurse (Office RN) shall be paid at the Class 2 wage rate for all Office RN work performed. An Office RN who works as a RN Staff shall be paid at a step of the RN Staff wage rate to be determined by and based upon the employee's prior work experience in the RN Staff duties performed.

APPENDIX A
HOURLY WAGE RATE
CPNA WAGE TABLE

Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 10a	Class 11
0	\$21.51	\$21.76	\$15.57	\$19.41	\$19.23	\$16.75	\$20.88	\$21.82	\$18.85	\$18.22	\$16.75	\$11.14
1	\$22.36	\$21.76	\$16.08	\$20.03	\$19.85	\$17.38	\$21.66	\$22.63	\$19.58	\$18.92	\$17.25	\$11.40
2	\$23.23	\$21.76	\$16.59	\$20.66	\$20.47	\$18.00	\$22.44	\$23.43	\$20.32	\$19.62	\$17.77	\$11.67
3	\$24.09	\$21.76	\$17.10	\$21.29	\$21.08	\$18.63	\$23.23	\$24.24	\$21.06	\$20.34	\$18.30	
4	\$24.96	\$21.76	\$17.61	\$21.92	\$21.70	\$19.26	\$24.01	\$25.03	\$21.79	\$21.04	\$18.85	
5	\$25.82	\$21.76	\$18.12	\$22.55	\$22.32	\$19.89	\$24.79	\$25.83	\$22.54	\$21.74	\$19.42	
6	\$26.69	\$21.76	\$18.62	\$23.18	\$22.94	\$20.52	\$25.57	\$26.65	\$23.27	\$22.45	\$20.00	
7	\$27.54	\$21.76	\$19.15	\$23.79	\$23.56	\$21.15	\$26.37	\$27.45	\$24.00	\$23.15	\$20.60	
8	\$28.42	\$21.76	\$19.65	\$24.42	\$24.17	\$21.78	\$27.14	\$28.24	\$24.74	\$23.87	\$21.22	
9	\$29.28	\$21.76	\$20.17	\$25.05	\$24.79	\$22.41	\$27.93	\$29.05	\$25.47	\$24.58	\$21.85	
10	\$30.15	\$21.76	\$20.67	\$25.68	\$25.41	\$23.04	\$28.71	\$29.86	\$26.20	\$25.28	\$22.45	

- CLASS 1: RN Staff
- CLASS 2: Office RN*
- CLASS 3: Certified OR Technician
- CLASS 4: Medical Technologist
- CLASS 5: Histology Technician
- CLASS 6: Medical Lab Technician (MLT)
- CLASS 7: Reg Sonographer; Certified MRI Technician
- CLASS 8: Reg Nuclear Medicine Technologist
- CLASS 9: Radiology Technologist (ARRT)
- CLASS 10: Registered Respiratory Therapist (RRT); Polysomnographer
- CLASS 10a: Certified Respiratory Therapist (CRT)
- CLASS 11: General X-Ray Machine Operator

Certified OR Tech 1st Assist receives \$1.00/hr differential from Certified OR Tech
 Clinic Lab Coordinator receives \$1.00/hr differential from Med Tech
 Lab Section Chief receives \$2.00/hr differential from Med Tech
 PACS Administrator receives \$2.00/hr differential from current hourly rate
 Mammo QC Coordinator receives a \$1.00/hour differential from current hourly rate

*The hourly rate of pay for a bargaining unit member who, as of April 1, 2011, is or has been permanently assigned two (2) or more shifts per pay period as an Office RN in a Hospital-owned physician's office shall be red-circled at his/her hourly rate in effect on March 31, 2011, for such office work.

MERCER HEALTH

**COMMUNITY PROFESSIONAL
NURSES ASSOCIATION**

By: Bob Rose
Bob Rose, President
Board of Governors

By: Jamie Arling
Jamie Arling, President

By: Paula Detterman
Paula Detterman, President &
Chief Executive Officer

By: Jodi Veit
Jodi Veit, Vice President

Date: 12/11/12

Date: 12/10/12

**CPNA Agreement
December 28, 2012**

ARTICLE 19.

Insurance and Pension

Section 1. The Hospital shall make available to all eligible employees, as defined in this Article, the Mercer County Community Hospital Employee Benefit Plan or its equivalent (the "Plan") which shall be subject to the following provisions.

A. An employee must enroll himself in the Plan. An employee's dependent who is over the age of twenty-five but less than twenty-eight and who has no employer-sponsored medical benefit plan option, and is not eligible for Medicare or Medicaid, may be added to the employee's plan at an additional cost to the employee of two hundred dollars (\$200.00) per month. In order to be eligible for this benefit, the dependent must be unmarried, the natural, adopted, or step-child of the employee, and an Ohio resident or a full-time student at an accredited public or private institution or higher education. An employee who enrolls in the Plan shall pay a monthly portion of the cost of insurance coverage.

A spousal surcharge of \$40/pay period will apply to all spouses covered by the health care plan effective April 1, 2013.

Effective the first full pay period that includes April 1, 2012, the full-time employee contribution rate shall be fifteen percent (15%) of the Plan's fully-funded cost for the elected coverage, and the part-time employee contribution rate shall be twenty percent (20%). Effective the first full pay period that includes April 1, 2013, the part-time employee contribution shall be thirty percent (30%) of the Plan's fully-funded cost for the elected coverage.

There shall be no coverage for infertility or fertility treatment, including infertility or fertility drugs.

The Hospital pharmacy will be available for use by participants who are enrolled in the Plan. Effective April 1, 2013, prescriptions filled by the Hospital pharmacy will be subject to a \$8.00 co-pay for generic drugs, a \$15.00 co-pay for formulary drugs, and a \$30.00 co-pay for non-formulary drugs. Effective April 1, 2013, prescriptions not filled by the Hospital pharmacy shall be subject to a \$30.00 co-pay for generic drugs, a \$50.00 co-pay for formulary drugs, and a \$100.00 co-pay for non-formulary drugs.

Notwithstanding the previous paragraph, the Hospital will create and maintain an electronic data base of primary and secondary pharmacy coverage for each employee's spouse who has been added to the employee's plan and who has pharmacy coverage through his/her employer's medical benefit plan. Such spouse must utilize his/her employer's pharmacy coverage rather than using the Hospital's pharmacy to fill his/her prescription; provided, however, that if such spouse elects to fill his/her prescription through the Hospital's pharmacy, then such prescription effective April 1, 2013 shall be subject to a \$20.00 co-pay for generic drugs, a \$35.00 co-pay for formulary drugs, and a \$50.00 co-pay for non-formulary drugs.

The Plan shall provide coverage at 100% for one routine physical exam office visit per calendar year for each enrollee in the Plan, based upon the usual, customary and reasonable maximum amount for such routine physical exam.

Coverage under the Plan shall be subject to a one (1) year pre-existing condition clause for adults over the age of eighteen (18) years, unless "Proof of Credible Coverage" for the preceding 12 months is provided within 30 days of employment to the Human Resources Department.

The Hospital will offer dental, vision and short-term disability programs to qualified employees. The monthly premiums for these programs shall be paid 100% by the employee by payroll deduction.

Effective April 1, 2013, the Health Insurance Employee Plan Benefit Schedule will be as follows:

Tier 1 – For services rendered by Mercer Health, a Mercer Health-based physician or provider, or any other provider of services under the applicable managed care network selected by Mercer Health which are not available or performed at Mercer Health or a Mercer Health-based physician or provider, the plan will pay 90% of covered charges subject to an annual plan year Tier 1 out of pocket maximum of \$ 900 per individual and \$1900 per family. Tier 1 includes services performed by any provider in an urgent or emergency situation making the use of Mercer Health or Mercer Health-based provider impractical.

Tier 2 - For services rendered by a provider under the applicable managed care network selected by Mercer Health which are available or performed at Mercer Health or a Mercer Health-based physician or provider, the plan will pay 80% of covered charges subject to an annual plan year Tier 2 out of pocket maximum of \$2000 per individual and \$4000 per family. The out of pocket maximums for Tier 2 benefits are separate and distinct from the out of pocket maximums applicable to Tier 1 benefits.

Tier 3 - For services rendered out of the applicable managed care network and not included within the Tier 1 urgent or emergency provision, the plan will pay 50% of covered charges. There is no individual and family out of pocket maximum for these services. The employee shall be responsible for all of the remaining charges for these services. The out of pocket maximum for Tier 3 benefits are separate and distinct from the out of pocket maximums applicable to Tier 1 and Tier 2 benefits.

B. Any employee wishing to enroll in the Hospital Group Plan should do so before his 31st day of employment. If enrollment is delayed beyond the 31 day period, the employee must wait until the next open enrollment period. The open enrollment month is December.

C. When an employee, his spouse or any single dependent child living at home with the employee is hospitalized at Mercer County Community Hospital, he may occupy a private room if available and be charged at a semi-private room.

D. For purposes of this Agreement, "eligible employee" means an employee who works forty-eight (48) or more hours per pay period.

E. If an employee changes his hourly work commitment, the monthly portion of the premium coverage shall be adjusted accordingly as of the date of change of commitment.

F. For purposes of the employee contribution rate schedule, Section 1(a), except as provided in Article 9, Section 3(6), an employee's hours per pay period shall be based upon the number of hours per pay period assigned to the employee's position by the Hospital.

G. If the spouse of an employee enrolled in the Plan has medical care coverage available at his/her place of employment, the spouse must participate in such coverage and must be primary on such coverage in order to be covered under the terms of this Plan. The spouse who has the earliest birthday in the calendar year shall be considered to have primary coverage for dependents.

Section 2. Cafeteria Plan: Those employees who enroll for single or family medical care and drug benefits under the Hospital's Group Medical Insurance Plan shall pay the insurance premiums for these benefits by payroll deduction. The Hospital shall continue to offer a cafeteria plan for such premiums. The particulars of the cafeteria plan and election forms therefor are available from Human Resources.

Section 3. Life insurance equal to the employee's base rate to the nearest \$1000 is provided to all employees except part-time employees working less than twenty (20) hours per week and temporary employees who are not eligible for the Life Insurance Program.

Section 4. The Hospital is classified as a public employee hospital. All employees are required to subscribe to the Public Employee Retirement System program.

The Hospital does not provide a Social Security Program.

Section 5. The Hospital maintains a Worker's Compensation Insurance Program for its employees. Should an employee become injured on the job, he becomes eligible for this coverage.

Section 6. Effective April 1, 2013, the Hospital will implement a Health Care Flexible Spending Account program consistent with applicable federal and state laws. This will be an optional employee benefit available to employees who are eligible to participate pursuant to the terms of the Flexible Spending Account program.

Section 7. The Hospital's Employee Wellness Committee will evaluate employee wellness program options with a goal of recommending or proposing one or more such wellness programs to the Hospital for implementation effective January 1, 2014. The Hospital will keep the Association apprised of the Employee Wellness Committee's progress and recommendations.

MERCER HEALTH

**COMMUNITY PROFESSIONAL
NURSES ASSOCIATION**

By: Bob Rose
Bob Rose, President
Board of Governors

By: Jarice Arling
Jarice Arling, President

By: Lisa R. Klenke
~~Paula Detterman, President & Lisa R. Klenke~~
Chief Executive Officer (Interim)

By: Jodi Veit
Jodi Veit, Vice President

Date: 1/9/13

Date: 1/7/13